

Cooperation Clause. Upon the terms and subject to the conditions of this Agreement, the parties hereto agree as follows concerning any aviation product, product line or related intellectual property acquired by Buyer in order that the interests of the Seller and/or its aviation liability insurers are protected in respect of any aviation accident or aviation liability investigation, judicial litigation, quasi-judicial litigation, administrative proceeding, arbitration, mediation, claim, governmental or quasi-governmental proceeding involving Seller (“Matter”):

(a) Access to Documents; Document Retention

(i) Buyer shall retain, preserve and maintain in its possession and control any and all properties, books, records, contracts, documents, including, without limitation, originals, copies and drafts of printed, recorded, taped, electronically stored, graphic or photographic materials, or other information relating to any aviation product, product line or related intellectual property acquired from Seller and any Matter (the “Designated Documents”).

(ii) Buyer shall allow any authorized person instructed to protect the interests of Seller and/or its aviation liability insurers to have access to, and make copies of, any or all Designated Documents to respond to or defend any Matter.

(b) Disclosure of Privileged Communications and Litigation Documents

(i) As a consequence of this Agreement, Buyer may acquire or be the recipient of certain oral, written or electronic communications that may be subject to the attorney-client privilege, the attorney-work product doctrine, the common interest doctrine, immunities, claims of confidentiality and other applicable rules of law (the “Privileged Communications”). Buyer further acknowledges that former employees of the Seller may be hired and/or retained by the Buyer. By reason of their former employment and/or association with Seller, Buyer’s personnel may have participated in, acquired or been the recipient of Privileged Communications. The Buyer hereby agrees not to disclose or divulge any Privileged Communications or any Designated Documents, unless (i) instructed to do so by representatives of the Seller or representatives of the Seller’s aviation liability insurers or (ii) required to do so pursuant to court order or requirement of any Governmental Entity; provided, however, that Buyer shall notify representatives of Seller’s aviation liability insurers no later than five business days after receipt of such a court order or Government requirement. For purposes of this Section (c), “Governmental Entity” means any federal, state, local, foreign or other governmental, quasi-governmental or administrative body, instrumentality, department or agency or any court, tribunal, administrative hearing body, arbitration panel, commission or other similar dispute resolving panel or body.

(ii) The parties acknowledge that they share separate, but common interests with respect to any Matter involving any aviation product, product line or related intellectual property acquired by Buyer from Seller.

(c) Depositions and Other Litigation Processes

(i) Buyer shall require its employees, affiliates, agents and representatives to assist with, appear for, participate in, and answer any questions relating to, arising out of, or in connection with, any and all depositions in any Matter involving any aviation product, product

line or related intellectual property that was acquired by Buyer (“Depositions”), including, without limitation, any Federal Rules of Civil Procedure, Rule 30(b)(6) depositions.

(ii) Buyer shall allow legal counsel representing the interests of Seller or Seller’s aviation liability insurers access to its employees, affiliates, agents and representatives for any Deposition and any preparations thereof.

(iii) Buyer shall require each of its employees, affiliates, agents and representatives to voluntarily assist with, appear for and participate in, as applicable, any and all interrogatories, admissions, requests to produce or review documents, fact gathering, expert witnesses, and/or testimonies relating to or in contemplation of any Matter.

(d) Notice

Promptly after receipt by Buyer or any of Buyer’s employees, affiliates, agents or representatives of notice of any Matter that could potentially implicate the Seller or its aviation liability insurers, Buyer shall provide written notice via either facsimile or certified mail to the parties as set out below.

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